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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
ANTHONY LOPEZ

Plaintiff,

-against-

Docket No.: 08-CV-4246

CUNARD LINE, LTD.  
d/b/a CUNARD LINE CRUISES,  
CUNARD, plc. CARNIVAL  
CORPORATION, d/b/a  
CARNIVAL CRUISE LINES and  
CARNIVAL, plc

Declaration of Carnival, plc  
by \_\_\_\_\_

Defendants.  
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**Frank Prowse**, being first duly sworn, swear and states as follows:

1. I am a Director of Fleet Personnel for Defendant, Carnival, plc. and work in the Fleet Personnel Department. I make this affidavit based upon my own personal knowledge and from the information and materials contained in Carnival, plc's files.
2. I submit this Affidavit in support of Defendants' motion to dismiss the Plaintiff's complaint on the ground that this Court lacks jurisdiction over the matter based upon the forum selection clause which requires suit to have been brought exclusively in the United Kingdom's English Courts.
3. Carnival, plc is an English corporation, with its principal place of business in London, England.

4. Carnival, plc owns and operates the vessel M/V QUEEN MARY 2.
5. Carnival, plc has contracted with Cunard Celtic Hotel Services, Ltd. (hereinafter "Celtic") for Celtic to provide crewmembers to work aboard the M/V QUEEN MARY 2.
6. Carnival, plc and Plaintiff have not entered into a contract with one another.
7. Carnival, plc does not and has not employed Plaintiff at any time.
8. The contract between Celtic and Plaintiff governs any and all relationship the Plaintiff may have with Carnival, plc and its vessels, including the M/V QUEEN MARY 2.
9. Celtic's contract with Plaintiff requires any and all litigation involving his employment to be filed according to Section 26 of that employment contract, which provides "[a]ny disputes relating to or arising from personal injuries to Hotel Services Staff during the currency of the Agreement will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts."
10. At no time has Carnival, plc agreed to waive the applicability of the United Kingdom forum selection clause.

I hereby declare under penalty of perjury that to the best of my knowledge, information and belief, that all of the foregoing is true and correct.

Dated: August 15<sup>th</sup>, 2008

Personnel Frank Prowse -Director Fleet  
 Person's Name  
 Person's Job Title